

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
**Washington, D.C. 20549**  
**SCHEDULE 13D**  
**Under the Securities Exchange Act of 1934**

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**Faraday Future Intelligent Electric Inc.**

(Name of Issuer)

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**Common Stock, par value \$0.0001 per share**

(Title of Class of Securities)

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**74348Q108**

(CUSIP Number)

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**Founding Future Creditors Trust**

**Attn: Andrew Behlmann**

**One Lowenstein Drive**

**Roseland, New Jersey 07068**

**(973) 597-2332**

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(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

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**July 21, 2021**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. o

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only):

Founding Future Creditors Trust

85-6391202

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions): OO (See Item 3)

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization: Delaware

Number of

Shares Beneficially

Owned by

Each Reporting

Person With

7. Sole Voting Power:

0

8. Shared Voting Power:

19,901,731\*

9. Sole Dispositive Power:

0

10. Shared Dispositive Power:

19,901,731\*

11. Aggregate Amount Beneficially Owned by Each Reporting Person:

19,901,731\*

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11): 6.1%\*

14. Type of Reporting Person (See Instructions): OO

\* As of July 21, 2021 (the "Event Date"), the Founding Future Creditors Trust (the "Trust") directly owns 19,901,731 shares (the "Trust Securities") of Class A Common Stock, par value \$0.0001 per share ("Class A Common Stock") of Faraday Future Intelligent Electric Inc. (the "Issuer"), comprising 6.1% of the Class A Common Stock issued and outstanding as of the Event Date. Jeffrey D. Prol (the "Trustee") is the sole trustee of the Trust. Solely in such capacity, and subject to the limitations imposed by the Plan and Trust Agreement (each as defined below), the Trustee exercises voting and dispositive power over the assets of the Trust, including the Trust Securities. Accordingly, as of the Event Date, the Trustee may be deemed to beneficially own the Trust Securities.

\*\* The foregoing beneficial ownership percentages are based on 324,360,508 shares of Class A Common Stock of the Issuer issued and outstanding as of the Event Date, as reported in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on July 22, 2021 and assumes the conversion of all of Issuer's issued and outstanding Class B Common Stock into Class A Common Stock.

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only):

Jeffrey D. Prol

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions): OO (See Item 3)

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization: New Jersey

Number of	7. Sole Voting Power:	0
Shares Beneficially	8. Shared Voting Power:	19,901,731*
Owned by		
Each Reporting	9. Sole Dispositive Power:	0
Person With	10. Shared Dispositive Power:	19,901,731*

11. Aggregate Amount Beneficially Owned by Each Reporting Person:

19,901,731\*

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11): 6.1%\*

14. Type of Reporting Person (See Instructions): IN

\* As of July 21, 2021 (the "Event Date"), the Founding Future Creditors Trust (the "Trust") directly owns 19,901,731 shares (the "Trust Securities") of Class A Common Stock, par value \$0.0001 per share ("Class A Common Stock") of Faraday Future Intelligent Electric Inc. (the "Issuer"), comprising 6.1% of the Class A Common Stock issued and outstanding as of the Event Date. Jeffrey D. Prol (the "Trustee") is the sole trustee of the Trust. Solely in such capacity, and subject to the limitations imposed by the Plan and Trust Agreement (each as defined below), the Trustee exercises voting and dispositive power over the assets of the Trust, including the Trust Securities. Accordingly, as of the Event Date, the Trustee may be deemed to beneficially own the Trust Securities.

\*\* The foregoing beneficial ownership percentages are based on 324,360,508 shares of Class A Common Stock of the Issuer issued and outstanding as of the Event Date, as reported in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on July 22, 2021 and assumes the conversion of all of Issuer's issued and outstanding Class B Common Stock into Class A Common Stock.

Item 1. Security and Issuer

This Schedule 13D (the "Schedule 13D") relates to the Class A Common Stock of the Issuer. The address of the principal executive offices of the Issuer is 18455 S. Figueroa Street, Gardena, California 90248. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

Item 2. Identity and Background

This Schedule 13D is being filed on behalf of the Founding Future Creditors Trust (the "Trust") and Jeffrey D. Prol, the trustee of the Trust (the "Trustee" and together with the Trust, the "Reporting Persons"). The Trust is formed under the laws of the State of Delaware. The Trustee is a resident of the State of New Jersey.

The address of the principal business office of each of the Reporting Persons is One Lowenstein Drive, Roseland, New Jersey 07068.

The Trust is a common-law trust formed pursuant to the Debtor's Third Amended Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Plan") confirmed by the United States Bankruptcy Court for the Central District of California by order entered March 17, 2020 in the chapter 11 case of Yueting Jia (the "Reorganized Debtor"), captioned as In re Yueting Jia, Case No. 2:19-bk-24804-VZ and the Founding Future Creditors Trust Agreement executed in connection with the Plan (as amended and in effect from time to time, the "Trust Agreement"). The Trustee is the sole trustee of the Trust. The Trust has no business purpose or objective, and was formed pursuant to the Plan and Trust Agreement for the primary purpose of liquidating and distributing the former assets of the Reorganized Debtor, which vested in the Trust on the effective date of the Plan.

None of the Reporting Persons has, during the last five years, been convicted in a criminal proceeding.

None of the Reporting Persons has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

The Trust acquired the securities of the Issuer that are the subject of this Schedule 13D pursuant to an Agreement and Plan of Merger, dated as of January 27, 2021, as amended by the First Amendment to Agreement and Plan of Merger dated as of February 25, 2021, the Second Amendment to Agreement and Plan of Merger dated as of May 3, 2021 and the Third Amendment to Agreement and Plan of Merger dated as of June 14, 2021 ("Merger Agreement"), by and among Property Solutions Acquisition Corp. ("PSAC"), PSAC Merger Sub Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands ("Merger Sub"), and FF Intelligent Mobility Global Holdings Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands ("FFIM"). Among other things, the Merger Agreement provided for Merger Sub to be merged with and into FFIM, with FFIM continuing as the surviving company and a wholly-owned subsidiary of PSAC. The transactions contemplated by the Merger Agreement (the "Business Combination") closed on July 21, 2021 (the "Closing"). The Trust initially acquired its shares of FFIM through the Plan and Trust Agreement.

At the Closing, pursuant to the Merger Agreement, the shares of FFIM beneficially owned by the Reporting Persons immediately prior to the Closing converted into 19,901,731 shares of Class A Common Stock (the “Trust Securities”).

Other than the conversion of the shares of FFIM beneficially owned by the Reporting Persons into Class A Common Stock of the Issuer, there have been no transactions effected by the Reporting Persons in the past sixty days with respect to the securities of the Issuer.

Item 4. Purpose of Transaction

The Reporting Persons acquired their shares of FFIM for the benefit of former creditors of the Reorganized Debtor through the Plan and the Trust Agreement on the effective date of the Plan. In turn, those shares were converted into the Trust Securities on the Event Date as a result of the Business Combination.

The Reporting Persons intend to sell the Trust Securities over time, subject to the terms and conditions of the Plan, Trust Agreement, and Resale Restrictions (defined below).

In determining when to sell the Trust Securities, the Reporting Persons will evaluate a wide variety of investment considerations, including, without limitation, the Resale Restrictions, current and anticipated future trading prices for the Issuer’s Class A Common Stock, the Issuer’s operations, assets, prospects, business development, markets and capitalization, the Issuer’s management and personnel, Issuer-related competitive and strategic matters, general economic, financial market and industry conditions, as well as other investment considerations. The Reporting Persons intend to sell, trade, or otherwise dispose of all or some holdings in the Issuer in the public markets, in privately negotiated transactions, or otherwise, or take any other lawful action they deem to be in their best interests and the best interests of the beneficiaries of the Trust.

Except as set forth in this Schedule 13D, no Reporting Person has any present plans or proposals that relate to or would result in (a) the acquisition by any Reporting Person of additional securities of the Issuer, or the disposition of securities of the Issuer; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Issuer or of any of its subsidiaries; (d) any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of such directors or to fill any existing vacancies on such board; (e) any material change in the present capitalization or dividend policy of the Issuer; (f) any other material change in the Issuer’s business or corporate structure; (g) changes in the Issuer’s charter, bylaws or instruments corresponding thereto or other actions that may impede the acquisition of control of the Issuer by any person; (h) causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or (j) any action similar to any of those enumerated in subclauses (a)-(i) above. There is no assurance that the Reporting Persons will develop any plans or proposals with respect to any of these matters. However, the Reporting Persons reserve the right to formulate plans or proposals which would relate to or result in the transactions described in subclauses (a) through (j) of this Item 4.

Item 5. Interest in Securities of the Issuer

The Trust Securities consist of 19,901,731 shares of Class A Common Stock of the Issuer, held directly by the Trust. Pursuant to the Plan and Trust Agreement, the Trustee exercises investment discretion with respect to the assets of the Trust, subject to the limitations imposed by the Plan and the Trust Agreement, and thus may be deemed to beneficially own the Trust Securities.

Except as described herein, during the past sixty (60) days on or prior to the Event Date, and from the Event Date to the date of filing of this report, there were no other purchases or sales of the Issuer's Class A Common Stock, or securities convertible into or exchangeable for the Issuer's Class A Common Stock, by the Reporting Persons or any person or entity for which the Reporting Persons possess voting or dispositive control over the securities thereof.

The Trust also holds a 20% preferred interest in Pacific Technology Holding LLC ("PTH"). PTH directly or indirectly owns FF Top, which holds 64,000,588 shares of Class B common stock of the Issuer (the "PTH Securities") following the Merger. Neither the Trust nor the Trustee controls, participates in the management of, or exercises any investment discretion with respect to the assets of PTH or FF Top (including the PTH Securities or any other securities of the Issuer directly or indirectly held by PTH or FF Top). Thus, the Trust and the Trustee are not deemed to beneficially own the PTH Securities or any other securities of the Issuer directly or indirectly held by PTH or FF Top.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

**Voting Agreement**

On July 14, 2021, the Trust entered into a Voting Agreement (the "Voting Agreement") with FF Top Holding LLC ("FF Top"), an entity controlled by certain members of management of the Issuer, pursuant to which the Trust and Trustee have agreed to issue to FF Top a proxy in connection with any vote of the shareholders of the Issuer upon written request by FF Top unless issuance of such proxy is reasonably likely to or would constitute a breach of the fiduciary duties of the Trust or Trustee. The foregoing description of the Voting Agreement is a summary only and is qualified in its entirety by reference to the full text of such document, a copy of which is filed as Exhibit 2 and is incorporated herein by reference.

**Resale Restrictions**

In connection with the Business Combination, the Trust entered into a lockup agreement (the "Lockup Agreement") that prohibits the Reporting Persons, until the 180<sup>th</sup> day after the Event Date (the "Lockup Period"), from selling, transferring, or taking certain other actions with respect to the Trust Securities it acquired through the Business Combination. The foregoing description of the Lockup Agreement is a summary only and is qualified in its entirety by reference to the full text of such document, a copy of which is filed Exhibit 10.16 to PSAC's Registration Statement on Form S-1 (File No. 33-255027) filed on April 5, 2021, and is incorporated herein by reference..

Following the expiration of the Lockup Period, the Trust Agreement restricts the Reporting Persons' ability to sell or otherwise dispose of the Trust Securities and certain other restrictions on the Reporting Persons' ability to sell the Trust Securities pursuant to the Trust Agreement (the "Trust Agreement Lockup" and together with the Lockup Agreement, the "Resale Restrictions").

Following the Lockup Period, the Trust Agreement Lockup limits the quantity of Trust Securities the Reporting Persons may sell to (a) during the first year after the Lockup Period, no more than 1% per month of the Trust Securities owned as of the Event Date; (b) during the second year after the Lockup Period, no more than 2% per month of the Trust Securities owned as of the Event Date; (c) during the third year after the Lockup Period, no more than 3% per month of the Trust Securities owned as of the Event Date; and (d) during the fourth year after the Lockup Period, no more than 4% per month of the Trust Securities owned as of the Event Date. The Trust Agreement also permits the managing member of PTH to request that the Trustee distribute Trust Securities in kind to beneficiaries of the Trust, subject to the Resale Restrictions.

Except as otherwise set forth in this Schedule 13D, there are no contracts, arrangements, understandings or similar relationships existing with respect to the securities of the Issuer and any of the Reporting Persons.

Item 7. Material to be Filed as Exhibits

The following exhibits are incorporated into this Schedule 13D:

Exhibit 1 Joint Filing Agreement, dated August 9, 2021, signed by each of the Reporting Persons.

Exhibit 2 Voting Agreement dated July 14, 2021.

Exhibit 3 Form of Lock-Up Agreement (incorporated by reference to Exhibit 10.16 to PSAC's Registration Statement on Form S-1 (File No. 33-255027) filed on April 5, 2021)

**Signature**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: August 9, 2021

**FOUNDING FUTURE CREDITORS TRUST**

By: /s/ Jeffrey D. Prol, Trustee

Name: Jeffrey D. Prol

Title: Trustee

**JEFFREY D. PROL**

By: /s/ Jeffrey D. Prol

**Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (See 18 U.S.C. 1001).**



**JOINT FILING AGREEMENT**

This Agreement will confirm the agreement by and among the undersigned that the Schedule 13D filed with the Securities and Exchange Commission on the date hereof with respect to the beneficial ownership by the undersigned of the Class A Common Stock, par value \$0.0001 per share of Faraday Future Intelligent Electric Inc. is being filed, and all amendments thereto will be filed, on behalf of each of the persons and entities named below, in accordance with Rule 13d-1 under the Securities Exchange Act of 1934, as amended. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated as of August 9, 2021

**FOUNDING FUTURE CREDITORS TRUST**

By: /s/ Jeffrey D. Prol, Trustee  
Name: Jeffrey D. Prol  
Title: Trustee

**JEFFREY D. PROL**

By: /s/ Jeffrey D. Prol

**VOTING AGREEMENT**

This Voting Agreement (this “**Agreement**”) is made as of July 14, 2021, by and between FF Top Holding LLC (“**FF Top**”) and Founding Future Creditors Trust (together with the trustee thereof, the “**Stockholder**” and collectively with FF Top, the “**Parties**” and each a “**Party**”).

**RECITALS**

A. FF Intelligent Mobility Global Holdings Ltd, an exempted company with limited liability incorporated under the Laws of the Cayman Islands (“**FF Intelligent**”), has entered into that certain Agreement and Plan of Merger, dated as of January 27, 2021 (the “**Transaction Agreement**”), by and among FF Intelligent, Property Solutions Acquisition Corp., a Delaware corporation (the “**Company**”), and PSAC Merger Sub Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of the Company (the “**Merger Sub**”), pursuant to which the Company will acquire FF Intelligent through a merger of Merger Sub with and into FF Intelligent, with FF Intelligent surviving the merger as a wholly owned subsidiary of the Company (such acquisition, the “**Transaction**”), with shareholders of FF Intelligent receiving shares of capital stock of the Company (the “**SPAC Shares**”) as consideration.

B. The Stockholder owns 140,847,354 Class B Ordinary Shares of FF Intelligent, each of a nominal or par value of US\$0.0001, which as of or immediately following the closing of the Transaction (the “**Closing**”) shall be converted to SPAC Shares (such SPAC Shares, together with any securities of the Company issued with respect to, upon conversion of, or in exchange or substitution of such shares, each solely to the extent directly or beneficially owned or controlled by the Stockholder during the term of this Agreement, are the “**Proxy Shares**”) pursuant to and subject to the terms and conditions of the Transaction Agreement.

C. This Agreement is entered into in connection with that certain Purchase Agreement, dated as of January 27, 2021 (effective as of February 3, 2021) (the “**Purchase Agreement**”), pursuant to which the Stockholder conveyed to Pacific Technology Holding LLC (“**Pacific Technology**”) 6,211,469 Class B Ordinary Shares of FF Intelligent in exchange for the full and final satisfaction certain secured claims held by Pacific Technology.<sup>1</sup>

D. Any Proxy Shares held by the Stockholder shall be identified on Exhibit A hereto upon Closing and thereafter; provided, however, that failure to so identify such Proxy Shares shall not relieve the Stockholder from the obligations set forth in this Agreement with respect thereto.

E. In exchange for the mutual promises herein and in the Purchase Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties wish to enter into this Agreement.

<sup>1</sup> Capitalized but undefined terms shall have the meanings ascribed to them in (i) the *Debtor’s Third Amended Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 464], dated as of March 17, 2020, as modified, with such modifications filed with the Bankruptcy Court on May 20, 2020 or (ii) that certain Founding Future Creditors Trust Agreement, dated as of June 26, 2020, as applicable.

## AGREEMENT

The Parties agree as follows:

1. Voting Arrangements. Upon written request made by FF Top (a “**Proxy Request**”)<sup>2</sup> from time to time during the term of this Agreement, and subject only to **Section 3.2** below, the Stockholder shall irrevocably grant to FF Top a limited proxy, substantially in the form attached hereto as **Exhibit B** (a “**Proxy**”), to vote the Proxy Shares solely in the manner set forth in the Proxy Request, on the particular matter or matters set forth in such Proxy Request that may be submitted to a vote of stockholders of the Company at a particular meeting of stockholders or through a particular solicitation of a written consent of stockholders (each such meeting or solicitation, a “**Vote**”). Each Proxy Request in respect of a particular Vote shall:

(a) be made not less than ten days before the last possible time for voting in connection with such Vote (the “**Notice Period**”); provided, that if such Vote arises on a bona fide emergency basis where fewer than ten days exist before the time of the applicable Vote, FF Top shall make any Proxy Request in respect of such Vote with as much advance notice as possible via e-mail and telephone to the Stockholder and its counsel (an “**Emergency Voting Notice**”); provided, further, that the Notice Period applicable to an Emergency Voting Notice shall be the amount of time remaining from the issuance of such Emergency Voting Notice until the latest possible time for voting in connection with the applicable Vote;

(b) include a copy of the notice of shareholders’ meeting or the proposed written consent of shareholders, as applicable, for which FF Top seeks a Proxy in connection with such Vote;

(c) set forth with specificity the matters as to which FF Top seeks a Proxy in connection with such Vote; and

(d) state the manner in which FF Top intends to vote the Proxy Shares with respect to each matter.

In the event other matters not specifically identified in the relevant notice of shareholders’ meeting are presented for vote at a shareholders’ meeting for which a Proxy has been issued (“**Other Matters**”), such Proxy shall permit FF Top to vote on such matters in its reasonable discretion unless the Stockholder otherwise withholds the Proxy for such Other Matters at such meeting pursuant to **Section 3.2** below. The Parties agree that during the term of this Agreement, the Proxy Shares shall be part of the “Shareholder Share Percentage” as that term is defined in, and for the purpose of, that certain Shareholder Agreement, dated as of [~], by and between the Company and FF Top (the “**Shareholder Agreement**”).

1.1 Additional Shares. In the event of any issuance of shares of the Company’s voting securities hereafter to the Stockholder (including, without limitation, in connection with

<sup>2</sup> Proxy Requests shall be made by e-mail to the Stockholder ([jprol@lowenstein.com](mailto:jprol@lowenstein.com)) and counsel to the Stockholder ([abehlmann@lowenstein.com](mailto:abehlmann@lowenstein.com), [mkaplan@lowenstein.com](mailto:mkaplan@lowenstein.com), and [jmerkin@lowenstein.com](mailto:jmerkin@lowenstein.com)), and shall be deemed delivered at the time and date sent to all of the foregoing addresses.

any stock split, stock dividend, recapitalization, reorganization, or the like, or any subsequent purchase by the Stockholder or otherwise acquire beneficial ownership (as such term is defined in Rule 13d-3 under the Exchange Act) of additional shares of the Company's capital stock), such shares shall automatically become subject to this Agreement, shall be considered "Proxy Shares" (as defined herein) without any action of the Parties and shall be identified on an amended **Exhibit A**.

1.2 **Deemed Issuance of Proxy.** If the Stockholder has not (i) delivered the Proxy or (ii) delivered a Withholding Notice (as defined in **Section 3.2**) before the expiration of the applicable Notice Period, the Stockholder shall be deemed to have (a) granted to FF Top, in exchange for the consideration set forth in this Agreement, a Proxy to vote the Proxy Shares, solely in connection with such Vote and in the manner set forth in the applicable Voting Notice and (b) authorized FF Top to affix the /s/ electronic signature of the Trustee of the Stockholder to such Proxy.

1.3 **Voting by Stockholder.**

(a) In any Vote as to which the Stockholder has granted, or is deemed to have granted, a Proxy to FF Top pursuant to this Agreement, the Stockholder shall not vote the Proxy Shares.

(b) In any Vote as to which the Stockholder has not granted, and has not been deemed to have granted, a Proxy to FF Top pursuant to this Agreement, nothing in this Agreement shall limit or otherwise impact the Stockholder's right to vote the Proxy Shares.

1.4 **Consultation.** FF Top shall consult with the Stockholder regarding FF Top's selection of the FF Top Designees (as defined in the Shareholder Agreement). For so long as the inclusion of the Proxy Shares as part of the Shareholder Share Percentage (as defined in the Shareholder Agreement) increases the number of FF Top Designees that FF Top may designate pursuant to the Shareholder Agreement beyond the number of FF Top Designees that FF Top would be able to designate without the inclusion of the Proxy Shares (such increased number of FF Top Designee(s), the "**Additional Designee(s)**"), the Parties shall jointly agree on the selection of the Additional Designee(s).

1.5 **Requests for Information.** FF Top shall respond to the Stockholder's reasonable requests for information in connection with any Proxy Request.

2. **Illustrative Examples.** Matters for which FF Top may issue a Proxy Request pursuant to **Section 1** include, but are not limited to, the following, which are presented here solely by way of example:

2.1 issuances of capital stock;

2.2 amendment of the certificate of incorporation or any other similar governing documents of the Company;

2.3 election, replacement or removal of directors of the Company;

- 2.4 sale or other disposition of all or substantially all of the Company's assets;
- 2.5 acquisitions by the Company or its subsidiaries; or
- 2.6 increase or decrease of the authorized number of shares of capital stock.

3. Additional Representations, Covenants and Agreements.

3.1 Securities Laws, Rules and Regulations. The Stockholder and FF Top agree and understand that the Stockholder and/or FF Top may become subject to the registration and/or reporting requirements, rules and regulations of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), the Securities Act and/or any state and federal securities laws (collectively with the Exchange Act and the Securities Act, the "**Securities Laws**"). The Stockholder and FF Top, severally and not jointly, agree to use their respective commercially reasonable efforts to comply with the Securities Laws and to reasonably assist each other in complying with the Securities Laws in a timely and prompt manner. Such compliance may include, for example and without limiting the foregoing, the filing and updating and maintaining of Form 13G and/or Form 13D under the Exchange Act.

3.2 Withholding Proxy. Notwithstanding anything to the contrary in this Agreement, the Stockholder may withhold a Proxy from FF Top with respect to a particular Vote or a particular matter subject to shareholder voting in a particular Vote, if the Stockholder determines that granting the requested Proxy is reasonably likely to or would constitute a breach of its fiduciary duties and so notifies FF Top by e-mail reply to the applicable Proxy Request prior to the expiration of the Notice Period (the "**Withholding Notice**"). The Stockholder may provide a Withholding Notice to FF Top by e-mail prior to a vote on Other Matters at a shareholders' meeting.

3.3 No Other Voting Trusts or Other Arrangement. During the term of this Agreement, except for the limited proxy set forth in that certain *Transaction Support Agreement* by and among the Stockholder, the Company, and the other parties thereto, there are no voting trusts or voting arrangements with respect to the Proxy Shares, and the Stockholder shall not deposit any Shares in a voting trust, grant any proxies (other than a Proxy granted pursuant to a Proxy Request validly made under this Agreement) with respect to the Proxy Shares, or subject any of the Proxy Shares to any arrangement with respect to the voting of the Proxy Shares, in each case, that conflicts with or prevents the implementation of this Agreement.

3.4 Proxy. During the term of this Agreement, except as otherwise provided by applicable law and this Agreement (including but not limited to Section 3.2 above), any Proxy granted pursuant to a Proxy Request validly made under this Agreement shall remain valid notwithstanding the adjournment of the relevant Vote.

3.5 Initial Term. This Agreement shall remain in effect for a period of five years from the Closing; provided, that this Agreement may thereafter be renewed for successive one-year terms by written agreement of the Parties (affirmative e-mail confirmation between counsel being sufficient).

36 No Limitation on Disposition. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall limit the Stockholder's ability to sell or otherwise transfer the Proxy Shares to third parties at arm's length. For the avoidance of doubt, any open market sales of Proxy Shares shall be deemed sales to third parties at arm's length.

4. Termination.

4.1 Termination Events. This Agreement shall automatically terminate:

(a) upon the liquidation, dissolution, or winding up of the business operations of the Company or FF Top or the dissolution of the Trust;

(b) when the Trust no longer owns any Proxy Shares; or

(c) upon the execution by the Company of a general assignment for the benefit of creditors or the appointment of a receiver or trustee to take possession of the property and assets of the Company.

4.2 Discretionary Termination by Stockholder. This Agreement may be terminated by the Stockholder, in its sole discretion:

(a) upon the execution by FF Top of a general assignment for the benefit of creditors or the appointment of a receiver or trustee to take possession of the property and assets of FF Top; or

(b) if, at any time, more than 50% of the voting power in FF Top is controlled, directly or indirectly, by parties other than those parties directly or indirectly controlling 50% of the voting power in FF Top as of the date hereof.

4.3 Discretionary Termination by FF Top. This Agreement may be terminated at any time by FF Top, in its sole discretion.

5. Dispute Resolution. In the event of any dispute, controversy, or claim arising out of or based upon this Agreement, the Parties shall attempt in good faith to resolve such dispute, controversy, or claim through non-binding mediation prior to commencing any litigation in connection therewith.

6. Miscellaneous.

6.1 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties; provided, however, that any Proxy Shares sold to third parties at arm's length (including through any open market sales) shall thereafter cease to be Proxy Shares, and thus shall cease to be subject in any way to this Agreement, unless and until reacquired by the Stockholder. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. Upon written consent of the Stockholder in the Stockholder's sole discretion, FF Top may assign to its permitted assigns

all of its rights hereunder and, following such assignment, such assignee shall be deemed to be FF Top for all purposes of this Agreement; provided, that such assignee shall have executed a written agreement pursuant to which such permitted assignee becomes a party to this Agreement.

6.2 Amendments and Waivers. Any term of this Agreement may be amended or waived only with the written consent of each of the Parties. Any amendment or waiver effected in accordance with this **Section 6.2** shall be binding upon the Parties and their respective successors and assigns. Notwithstanding the foregoing, **Exhibit A** hereto may be amended by the Stockholder from time to time without the consent of FF Top.

6.3 Notices. Except as set forth in **Section 1** above, any notice (other than a Proxy Request) required or permitted by this Agreement shall be in writing and shall be deemed sufficient and received on the date of delivery, when delivered personally, by overnight mail, courier or sent by electronic mail and addressed to the party to be notified at such party's address or e-mail address as set forth on the signature page hereto, or as subsequently modified by duly delivered written notice. Any electronic mail communication complying with this **Section 6.3** shall be deemed to be "in writing" for purposes of this Agreement. Copies of all notices sent via any method other than electronic mail shall be sent concurrently by electronic mail.

6.4 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (c) the balance of the Agreement shall remain enforceable in accordance with its terms.

6.5 Governing Law; Jurisdiction; Venue. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to conflict of law principles. In addition, each of the Parties (i) consents to submit itself to the exclusive jurisdiction of the Court of Chancery or other courts of the State of Delaware in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (ii) agrees that it will not attempt to deny or defeat such jurisdiction by motion or other request for leave from such court, (iii) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Court of Chancery or other courts of the State of Delaware, and (iv) waives, and agrees not to assert, by way of motion, as a defense or otherwise, in any such suit, action or proceeding, any claim that it is not subject to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. Notwithstanding the foregoing, the Parties may agree, each in their respective sole discretion, to submit any dispute arising from this Agreement or the interpretation or enforcement hereof for resolution through binding arbitration to be conducted by Judicate West.

6.6 Specific Performance. It is agreed and understood that monetary damages would not adequately compensate an injured Party for the breach of this Agreement by another

Party, that this Agreement shall be specifically enforceable, and that any breach or threatened breach of this Agreement shall be the proper subject of a request for a temporary or permanent injunction or restraining order. Further, each Party waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

6.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

6.8 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.9 Confidentiality. Prior to the Closing, the Parties shall keep this Agreement and the terms hereof confidential and not disclose the foregoing to any third party, except as required by applicable law, to fulfill the terms of this Agreement, or as the Parties may otherwise agree; provided, that the Stockholder may cause this Agreement to be disclosed to a prospective transferee of the Proxy Shares who agrees in writing to comply with the restrictions set forth in this paragraph.

[ *signature page follows* ]



IN WITNESS WHEREOF, the parties have executed this Voting Agreement as of the date first set forth above.

**FOUNDING FUTURE CREDITORS TRUST**

By: /s/ Jeffrey D. Prol  
Name: Jeffrey D. Prol  
Title: Trustee

**FF TOP HOLDING LLC:**

By: \_\_\_\_\_  
Name: Matthias Aydt  
Title: Director

*[Signature Page to Voting Agreement]*

IN WITNESS WHEREOF, the parties have executed this Voting Agreement as of the date first set forth above.

**FOUNDING FUTURE CREDITORS TRUST**

By: \_\_\_\_\_  
Name: Jeffrey D. Prol  
Title: Trustee

**FF TOP HOLDING LLC:**

By: /s/ Matthias Ayd  
Name: Matthias Ayd  
Title: Director

*[Signature Page to Voting Agreement]*

**Exhibit A**

**Proxy Shares**

**Exhibit B**

Form of Proxy.

## PROXY

This Proxy Agreement (this “**Proxy**”) is entered into as of [~], pursuant to that certain Voting Agreement dated as of July 14, 2021 (the “**Voting Agreement**”)<sup>3</sup> between (a) the Founding Future Creditors Trust (together with the trustee thereof, the “**Trust**”), a creditor trust evidenced by a certain Founding Future Creditors Trust Agreement dated as of June 26, 2020 entered into between Yueting Jia and Jeffrey D. Prol as the trustee of the Trust, and (b) FF Top Holding LLC (“**FF Top**”), a Delaware limited liability company.

WHEREAS, prior to the date of the Voting Agreement, FF Intelligent Mobility Global Holdings Ltd, an exempted company with limited liability incorporated under the Laws of the Cayman Islands (“**FF Intelligent**”), entered into that certain Agreement and Plan of Merger, dated as of January 27, 2021 (the “**Transaction Agreement**”), by and among FF Intelligent, Property Solutions Acquisition Corp., a Delaware corporation (the “**Company**”) and PSAC Merger Sub Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of the Company (the “**Merger Sub**”).

WHEREAS, after the date of the Voting Agreement, the Company acquired FF Intelligent through a merger of Merger Sub with and into FF Intelligent, with FF Intelligent surviving the merger as a wholly owned subsidiary of the Company (such acquisition, the “**Transaction**”), and shareholders of FF Intelligent (including the Trust) received shares of capital stock of the Company (the “**SPAC Shares**”) as consideration.

WHEREAS, under the Voting Agreement, the Trust agreed to issue to FF Top from time to time, upon a written Proxy Request duly and timely made as required under the Voting Agreement, a proxy to vote the SPAC Shares owned by the Trust (the “**Proxy Shares**”) in a particular Vote, in the manner set forth in the applicable Proxy Request.

NOW, THEREFORE, the Trust and FF Top hereby agrees as follows:

In accordance with the Voting Agreement and to comply with the other terms thereof, the Trust hereby appoints FF Top, or FF Top’s named designee(s), as the Trust’s true and lawful proxy and attorney, with the power to act alone and with full power of substitution, to vote or act by written consent in connection with the Vote identified in the Proxy Request attached hereto as **Exhibit 1**, in the manner set forth in such Proxy Request, with respect to the Proxy Shares solely in accordance with the provisions set forth in this Proxy and the Voting Agreement and to execute all appropriate instruments solely in a manner consistent with the terms of this Proxy and the Voting Agreement on behalf of the Trust.

If this Proxy pertains to a meeting of shareholders of the Company, FF Top or FF Top’s named Designee(s) are hereby appointed as the Trust’s true and lawful proxy and attorney to vote with respect to the Proxy Shares, in FF Top’s reasonable discretion, on any Other Matters presented for a vote at such meeting, subject to the limitations set forth in the Voting Agreement (including but not limited to Section 3.2 thereof).

<sup>3</sup> Capitalized terms used but not defined in this Proxy Agreement have the meanings given thereto in the Voting Agreement.

The proxy and appointment given through this Proxy are subject in all respects to the terms of the Voting Agreement and apply solely to the Vote identified in the accompanying Proxy Request.

*[Signature Page Follows]*

**Trustee of Founding Future Creditors Trust**

\_\_\_\_\_  
Jeffrey D. Prol, as Trustee

**FF Top Holding LLC**

\_\_\_\_\_  
Matthias Ayt, as Director

[ *signature page to Proxy* ]

**Exhibit 1 to Proxy**

[ attach e-mail containing *Proxy Request* and  
a copy of the relevant notice of shareholder meeting or proposed written consent ]

Vote Date: \_\_\_\_\_

<b>Issue</b>	<b>Intended Vote</b>